

14824-A  
RECORDATION NO. 14824  
FEB 1985

5-353A122

14824-A

DEC 19 1985 -2 22 PM

INTERSTATE COMMERCE COMMISSION

Agatha Mergenovich  
Interstate Commerce Commission  
Washington, D.C.

No. DEC 19 1985

Date

Fee \$ 10.00

U.S. Department of Transportation, D.C.

NOT FOR RECORDATION

DEC 19 2 14 PM '85

THE SECRETARY

Dear Ms. Mergenovich:

Enclosed for recordation under the provisions of 49 USC 113103(a) are the original and six counterparts of a Security Agreement Supplement No. 1 dated as of December 19, 1985. Said Security Agreement amends the Security Agreement-Trust Deed dated as of October 25, 1985 which was filed in the office of the Interstate Commerce Commission on October 25, 1985 at 1:05 p.m. and given Recordation No. 14824.

A general description of the railroad cars covered by the enclosed document and intended for use related to interstate commerce is set forth in Schedule 1 attached to this letter and made a part hereof.

The names and addresses of the parties are:

Debtor:	The Bank of New York 48 Wall Street New York, New York 10015
Secured Party:	Mercantile-Safe Deposit and Trust Company, as Security Trustee Two Hopkins Plaza P. O. Box 2258 Baltimore, Maryland 21203

The undersigned acted as special counsel in connection with the preparation of the enclosed document and has knowledge of the matters set forth therein.

Please return the original and five copies of the Security Agreement Supplement No. 1 to Deborah Page, Esq., Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603.

Also enclosed is a check in the amount of \$ 10 covering the required recording fee.

A short summary of the enclosed primary document to appear in the Index follows:

(GATC No. 85-2)

C.T. Kanner

Agatha Mergenovich

Security Agreement Supplement No. 1 to Security Agreement-Trust Deed from The Bank of New York, as Debtor, 48 Wall Street, New York, New York 10015, to Mercantile-Safe Deposit and Trust Company, as Security Trustee, Two Hopkins Plaza, P. O. Box 2258, Baltimore, Maryland 21203, covering 161 tank cars and 51 covered hopper cars.

Very truly yours,

CHAPMAN AND CUTLER

By Deborah Page  
Deborah Page

Enclosures

DESCRIPTION OF ITEMS OF EQUIPMENT

<u>Number of Cars</u>	<u>Description</u>	<u>Identifying Marks and Numbers*</u>
12	DOT 111A60ALW-2 20,000 Gallon Hydrogen Peroxide	GATX 73745-73756
13	AAR 211A100-W-1 14,150 Gallon Plasite Lining Titanium Dioxide	GATX 21857 21863-21865 21870-21878
12	DOT 111A60ALW-2 20,000 Gallon Hydrogen Peroxide	GATX 73757-73768
6	DOT 111A100-W-1 14,150 Gallon Plasite Lining Kaolin Slurry	GATX 21879 21882-21886
8	DOT 111A100-W-1 14,150 Gallon Clay Slurry	GATX 21887-21894
2	DOT 111A100 W-1 14,150 Gallon Hexdiene	GATX 21895-21896
31	DOT 111A100-W-1 25,800 Gallon Lube Oil	GATX 17868-17898
57	DOT 111A100-W-5 20,000 Gallon Uniroyal Lining Hydrochloric Acid	GATX 61051-61069 61071-61087 61089-61091 61093-61110
20	DOT 111A100-W-1 13,450 Gallon Phosphoric Acid	GATX 22855-52874
TOTAL TANK CARS <u>161</u>		

All Cars Manufactured by Trinity Industries, Inc.  
\*All numbers inclusive

<u>Number of Cars</u>	<u>Description</u>	<u>Identifying Marks and Numbers*</u>
9	LO. Airslide 4,566 Cu. Ft. Starch	GACX 56350-56358
22	LO. Airslide 4,566 Cu. Ft. Flour	GACX 56359-56380
2	LO. Airslide 4,900 Cu. Ft. Corn Starch	GACX 56393-56394
5	LO. Airslide 4,900 Cu. Ft. Corn Starch	GACX 56386-56390
5	LO. Airslide 4,900 Cu. Ft. Corn Starch	GACX 56396-56400
4	LO. Airslide 4,900 Cu. Ft. Flour	GACX 56391,56392 56395,56401
4	LO. Airslide 4,900 Cu. Ft. Flour	GACX 56402-56405

---

All Cars Manufactured by Trinity Industries, Inc.  
 \*All numbers inclusive

DEC 19 1985 - 2 22 PM

INTERSTATE COMMERCE COMMISSION  
SECURITY AGREEMENT SUPPLEMENT NO. 1

This SECURITY AGREEMENT SUPPLEMENT NO. 1, dated as of December 19, 1985 between THE BANK OF NEW YORK, a New York banking corporation (the "Debtor"), and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, trustee, as secured party (the "Secured Party");

WITNESSETH:

The Debtor and the Secured Party have heretofore entered into that certain Security Agreement-Trust Deed dated as of October 25, 1985 (the "Security Agreement"). The terms used herein are used with the meanings specified in the Security Agreement.

The Security Agreement provides that it may be amended from time to time by an instrument in writing signed by the parties thereto for, among other things, the purpose of subjecting to the lien and security interest thereof additional property acquired by the Debtor as lessor under the Lease.

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, the Debtor and the Secured Party hereby agree as follows:

1. The reference in Recital A of the Security Agreement to the Secured Notes of the Debtor "not exceeding an aggregate principal amount of \$6,235,424.29" is hereby amended to refer to Secured Notes of the Debtor "not exceeding an aggregate principal amount of \$7,674,132.30".

2. Schedule 2 to the Security Agreement, containing the description of the Items of Equipment subject to the lien and security interest of the Security Agreement, is hereby amended by the deletion of tank cars numbered GATX 61070, 61088 and 61092, and by the addition of 20 tank cars and 20 covered hopper cars marked and numbered as further described on Schedule 2 attached hereto; and said Schedule 2 shall read in full as attached hereto.

3. The reference in the first sentence of the second full paragraph of Exhibit A to the Security Agreement (Form of 11.75% Secured Note) the "11.75% Secured Notes of the Trustee not exceeding \$6,235,424.29" is hereby amended to refer to "11.75% Secured Notes of the Company not exceeding \$7,674,132.30"; and said Exhibit A shall read in full as attached hereto.

4. Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Security Agreement Supplement may refer to the "Security Agreement-Trust Deed dated as of October 25, 1985" or

the "Security Agreement dated as of October 25, 1985" without making specific reference to this Security Agreement Supplement, but nevertheless all such references shall be deemed to include this Security Agreement Supplement unless the context shall otherwise require.

5. This Security Agreement Supplement shall be construed in connection with and as part of the Security Agreement, and all terms, conditions and covenants contained in the Security Agreement, except as herein modified, shall be and remain in full force and effect.

6. This Security Agreement Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

IN WITNESS WHEREOF, the Debtor and the Secured Party have caused this Security Agreement Supplement to be duly executed as of the day and year first above written and to be delivered as of the date first above written.

THE BANK OF NEW YORK

By   
Its 

MERCANTILE-SAFE DEPOSIT AND  
TRUST COMPANY, trustee  
as Secured Party

By \_\_\_\_\_  
Its \_\_\_\_\_

[SEAL]

ATTEST:

\_\_\_\_\_  
Its \_\_\_\_\_

the "Security Agreement dated as of October 25, 1985" without making specific reference to this Security Agreement Supplement, but nevertheless all such references shall be deemed to include this Security Agreement Supplement unless the context shall otherwise require.

5. This Security Agreement Supplement shall be construed in connection with and as part of the Security Agreement, and all terms, conditions and covenants contained in the Security Agreement, except as herein modified, shall be and remain in full force and effect.

6. This Security Agreement Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

IN WITNESS WHEREOF, the Debtor and the Secured Party have caused this Security Agreement Supplement to be duly executed as of the day and year first above written and to be delivered as of the date first above written.

THE BANK OF NEW YORK

By \_\_\_\_\_  
Its \_\_\_\_\_

MERCANTILE-SAFE DEPOSIT AND  
TRUST COMPANY, trustee  
as Secured Party

By  \_\_\_\_\_  
Its \_\_\_\_\_ VICE PRESIDENT

[SEAL]

ATTEST:

 \_\_\_\_\_  
Its \_\_\_\_\_ CORPORATE TRUST OFFICER

STATE OF NEW YORK                    )  
  ) SS  
COUNTY OF NEW YORK                )

On this \_\_\_\_\_ day of December, 1985, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, says that (s)he is the \_\_\_\_\_ of THE BANK OF NEW YORK, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

My commission expires:

STATE OF MARYLAND                    )  
  ) SS  
COUNTY OF BALTIMORE                )

On this 17<sup>th</sup> day of December, 1985, before me personally appeared R.E. SCHREIBER and L.S. DESPEAUX, to me personally known, who being by me duly sworn, says that they are the VICE PRESIDENT and CORPORATE TRUST OFFICER of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

My commission expires: 7-1-86

STATE OF NEW YORK )  
 ) SS  
COUNTY OF NEW YORK )

On this 19th day of December, 1985, before me personally appeared DEBORAH E. PERKINS, to me personally known, who being by me duly sworn, says that (s)he is the VICE PRESIDENT of THE BANK OF NEW YORK, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

*Shirley A. Bryant*

Notary Public

SHIRLEY A. BRYANT

Notary Public, State of New York

No. 41-557701

Qualified in Queens County

Commission Expires March 30, 1986

[NOTARIAL SEAL]

My commission expires:

STATE OF MARYLAND )  
 ) SS  
COUNTY OF BALTIMORE )

On this \_\_\_\_\_ day of December, 1985, before me personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who being by me duly sworn, says that they are the \_\_\_\_\_ and \_\_\_\_\_ of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARIAL SEAL]

My commission expires:

DESCRIPTION OF ITEMS OF EQUIPMENT

<u>Number of Cars</u>	<u>Description</u>	<u>Identifying Marks and Numbers*</u>
12	DOT 111A60ALW-2 20,000 Gallon Hydrogen Peroxide	GATX 73745-73756
13	<del>ARE</del> <sup>AAR</sup> 211A100-W-1 14,150 Gallon Plasite Lining Titanium Dioxide	GATX 21857 21863-21865 21870-21878
12	DOT 111A60ALW-2 20,000 Gallon Hydrogen Peroxide	GATX 73757-73768
6	DOT 111A100-W-1 14,150 Gallon Plasite Lining Kaolin Slurry	GATX 21879 21882-21886
8	DOT 111A100-W-1 14,150 Gallon Clay Slurry	GATX 21887-21894
2	DOT 111A100-W-1 14,150 Gallon Hexdiene	GATX 21895-21896
31	DOT 111A100-W-1 25,800 Gallon Lube Oil	GATX 17868-17898
57	DOT 111A100-W-5 20,000 Gallon Uniroyal Lining Hydrochloric Acid	GATX 61051-61069 61071-61087 61089-61091 61093-61110
20	DOT 111A100-W-1 13,450 Gallon Phosphoric Acid	GATX 52855-52874

TOTAL  
TANK CARS     161

All Cars Manufactured by Trinity Industries, Inc.  
\*All numbers inclusive

<u>Number of Cars</u>	<u>Description</u>	<u>Identifying Marks and Numbers*</u>
9	LO. Airslide 4,566 Cu. Ft. Starch	GACX 56350-56358
22	LO. Airslide 4,566 Cu. Ft. Flour	GACX 56359-56380
2	LO. Airslide 4,900 Cu. Ft. Corn Starch	GACX 56393, 56394
5	LO. Airslide 4,900 Cu. Ft. Corn Starch	GACX 56386-56390
5	LO. Airslide 4,900 Cu. Ft. Corn Starch	GACX 56396-56400
4	LO. Airslide 4,900 Cu. Ft. Flour	GACX 56391, 56392, 56395, 56401
4	LO. Airslide 4,900 Cu. Ft. Flour	GACX 56402-56405
TOTAL FREIGHT CARS	<u>51</u>	
TOTAL RAILCARS	<u>212</u>	

---

All Cars Manufactured by Trinity Industries, Inc.  
 \*All numbers inclusive